



General Terms and Conditions

1. Identity of the Company

Select4Jobs® is a registered trade name of **Tijmen Koelewijn e.U.**, having its registered office at **Innsbruckerstrasse 69 / Top 2, 6108 Scharnitz, Tyrol, Austria**, registered with the Austrian Chamber of Commerce (Wirtschaftskammer Österreich) under number **38830914**.

Wherever these General Terms and Conditions refer to **Select4Jobs**, this shall be understood to mean: **Tijmen Koelewijn e.U., operating under the name Select4Jobs**.

Website: <https://select4jobs.com>

E-mail: info@select4jobs.nl

Telephone: +31 6 13285298

Depending on the nature of the services provided, Select4Jobs acts either as a **data controller** or as a **data processor** within the meaning of the General Data Protection Regulation (Regulation (EU) 2016/679 – GDPR / DSGVO).

2. Applicability and Availability

1. These General Terms and Conditions apply to all offers, assignments, agreements and legal relationships between Select4Jobs and its business clients.
2. The General Terms and Conditions are made available electronically prior to or at the latest upon conclusion of the agreement by means of:
 - inclusion in or reference from the offer or order confirmation; and/or
 - permanent availability via the Select4Jobs website (<https://select4jobs.com>).
3. By entering into the agreement, the client declares that it has taken note of and agrees to these General Terms and Conditions.
4. The Privacy Policy of Select4Jobs forms an integral part of these General Terms and Conditions and is available via the Select4Jobs website. By entering into the agreement, the client also declares that it has taken note of and agrees to the Privacy Policy.
5. Deviations from these terms are only valid if expressly agreed in writing.
6. Any general terms and conditions of the client are expressly rejected.

3. Services

Select4Jobs exclusively provides business-to-business HR and recruitment services as laid down in offers, order confirmations and project documentation. The services consist of the following main services:

1. **Boost4Jobs – Inflow Package (28 days)**
Temporary inflow package for one vacancy with a fixed duration.
2. **Recruitment & Selection**
Professional guidance and consultancy in attracting and selecting candidates.
3. **HR & Recruitment Advisory**
Strategic and operational advisory services in the field of HR and recruitment.
4. **Assessment & Methodology (MyDrives)**
Use of assessment instruments and the associated methodology for individual, team and organisational development.

The manner in which Select4Jobs performs its services and processes personal data is further detailed in the Privacy Policy and – where applicable – in a separate data processing agreement.



4. Boost4Jobs – Specific Conditions

4.1 Description, Duration and Start

1. Boost4Jobs is an inflow package with a fixed duration of **28 days**, focused on one vacancy.
2. The campaign commences exclusively after full advance payment of the agreed fee.
3. Advance payment is required due to the deployment of external resources and capacity; Select4Jobs does not act as a credit provider.

4.2 Client Deliverables

1. The client is responsible for timely and complete delivery of accurate vacancy information and, where applicable, image and text materials.
2. Delays or incomplete delivery may affect planning and results and do not entitle the client to compensation.

4.3 Obligation of Best Efforts

Boost4Jobs expressly constitutes an **obligation of best efforts** and not an obligation of results, unless expressly agreed otherwise in writing. No guarantees are given with regard to numbers, responses, candidate quality or final placement.

4.4 Fair Use Policy

1. Boost4Jobs is provided on a fair use basis within the agreed scope.
2. Fair use includes:
 - a maximum of one (1) vacancy;
 - a fixed duration of 28 days;
 - reasonable use of resources;
 - approach of a maximum of 100 relevant profiles, unless otherwise agreed in writing.
3. Extension of the campaign is possible by mutual agreement and on the basis of additional written arrangements.

5. Recruitment & Selection

1. Recruitment & Selection concerns the mediation and introduction of candidates to the client.
2. For Recruitment & Selection, Select4Jobs performs its services against pre-agreed fees, regardless of whether this leads to immediate employment of a candidate.
3. If a candidate introduced by Select4Jobs is not hired immediately but is employed by the client or an affiliated entity within **twelve (12) months** after introduction, the agreed financial fee shall nevertheless be due to Select4Jobs.
4. Unless agreed otherwise in writing, the client is required to pay a down payment at the start of the assignment.
5. Invoicing and payment take place in accordance with the agreed terms. Set-off or suspension by the client is excluded.

6. HR & Recruitment Advisory

1. HR & Recruitment Advisory comprises strategic and operational advisory services, support and guidance in the field of HR and recruitment matters.
2. These services are provided on the basis of an agreed hourly rate, subscription, project price or other pricing arrangement.
3. Unless agreed otherwise, invoicing takes place on a post-calculation basis or according to predetermined terms.
4. HR & Recruitment Advisory constitutes an obligation of best efforts and not an obligation of results, unless expressly agreed otherwise in writing.

7. Assessment & Development (MyDrives)

1. Assessment and development programmes include, inter alia, individual and team assessments, development programmes and coaching or guidance trajectories.



2. These services are provided against pre-agreed fees, for example per assessment, on an hourly basis or on the basis of a project price.
3. The use of assessments and development programmes constitutes an obligation of best efforts and does not guarantee specific outcomes or results.

8. Offers and Agreements

1. All offers are without obligation, unless expressly stated otherwise.
2. An agreement is concluded upon written confirmation by the client or upon actual commencement of the services.
3. Oral commitments are only binding if confirmed in writing.

9. Fees, Payment and Indexation

1. All fees are exclusive of VAT.
2. Boost4Jobs must be paid in full in advance; the campaign will only start after receipt of payment.
3. For other services, a payment term of 14 days after invoice date applies.
4. Select4Jobs is entitled to adjust its prices annually based on price and cost indexation.
5. The client must always pay within fourteen days of the invoice date. The contractor will invoice hours weekly, mediation fees immediately or in one or more instalment invoices, and subscriptions monthly.
6. If the client fails to pay the invoice on time, it is legally in default. The client then owes statutory interest (if a consumer) or statutory commercial interest (if an undertaking) plus 1%. Interest on the payable amount is calculated from the moment the client is in default until full payment.
7. The contractor's entire claim against the client becomes immediately due and payable if:
 - the client exceeds a payment term;
 - the client is declared bankrupt or applies for suspension of payments;
 - the client (company) is dissolved or liquidated;
 - the client (natural person) is placed under guardianship or dies.
8. If the client fails to pay on time, it is immediately in default and owes all extrajudicial collection costs to the contractor.

10. Liability and Indemnification

1. The liability of Select4Jobs is limited to direct damage and to a maximum of the invoice amount of the relevant assignment, also where the damage relates to the processing of personal data, insofar as legally permitted.
2. Select4Jobs is not liable for indirect damage, consequential damage, loss of profit or missed opportunities.
3. The client fully indemnifies Select4Jobs against claims from third parties, including supervisory authorities, arising from or related to information, materials, personal data or instructions provided by the client.

11. Intellectual Property and Client Materials

1. Materials and methodologies developed by Select4Jobs remain the intellectual property of Select4Jobs, unless expressly agreed otherwise in writing.
2. Image and text materials supplied by the client remain the property of the client.
3. The client warrants that supplied materials have been lawfully obtained and do not infringe third-party rights.

12. Confidentiality and Data Protection (DSGVO / GDPR)

1. The parties are obliged to maintain confidentiality of all confidential information obtained in the context of the agreement.



2. Where Select4Jobs processes personal data in the context of its services, it shall be determined per processing activity whether Select4Jobs acts as a data controller or as a data processor on behalf of the client, in accordance with Article 4 of the General Data Protection Regulation (Regulation (EU) 2016/679 – GDPR).
3. Where Select4Jobs acts as a data processor, it processes personal data exclusively:
 - on the basis of documented instructions from the client;
 - for the performance of the agreed services;
 - not for its own purposes.
4. The processing may relate to personal data of (potential) candidates, employees or other data subjects, including identification and contact details, career and job-related data and other information provided by the client.
5. Select4Jobs implements appropriate technical and organisational measures in accordance with Article 32 GDPR. These measures constitute an obligation of best efforts and not a guarantee of results.
6. Select4Jobs only engages sub-processors where necessary for the performance of the agreement and ensures that appropriate data protection arrangements are in place with such sub-processors.
7. The client warrants that:
 - the personal data provided have been lawfully obtained;
 - data subjects have been properly informed;
 - a valid legal basis for processing exists.
8. The client indemnifies Select4Jobs against claims by third parties and supervisory authorities arising from non-compliance with the GDPR by the client.
9. Select4Jobs shall, where reasonably possible, support the client in responding to requests from data subjects or supervisory authorities.
10. These provisions apply as a shortened data processing arrangement if no separate data processing agreement has been concluded. If a separate data processing agreement is concluded, that agreement shall prevail.

13. Suspension, Term and Termination

1. Select4Jobs is entitled to suspend its services in whole or in part if the client fails to fulfil its obligations properly or in a timely manner.
2. Suspension does not entitle the client to crediting or refund of fees already paid.
3. If the client fails to remedy its non-compliance within three (3) months after suspension, Select4Jobs is entitled to definitively terminate the agreement.
4. Definitive termination pursuant to this article does not entitle the client to restitution or waiver of fees due or already paid.

14. Force Majeure and Changes in Law

1. Select4Jobs is not obliged to fulfil its obligations if prevented from doing so due to force majeure.
2. If changes in laws or regulations affect the performance of the agreement, Select4Jobs is entitled to adapt its services accordingly.

15. Exclusivity and Relationship Protection

1. The agreement does not grant exclusivity, unless expressly agreed otherwise in writing.
2. Exclusivity also means that Select4Jobs is free to work simultaneously for other clients.
3. During the term of the agreement and for twelve (12) months after its termination, the client shall not directly or indirectly approach, hire or engage candidates, relationships or employees introduced by Select4Jobs without prior written consent from Select4Jobs.

16. Communication

Communication by e-mail and other electronic means of communication is legally valid.



17. Competent Court

Disputes shall be submitted exclusively to the competent court in **Innsbruck, Austria**.

18. Final Provisions

These General Terms and Conditions were last amended on **26-01-2026** and replace all previous versions. The Select4Jobs website may be automatically translated into Dutch, German and English, which may result in translation differences. **Only the downloadable version of these General Terms and Conditions is legally binding.** The **Dutch version** is the original and authentic version of these General Terms and Conditions. In the event of interpretation or translation differences, or a dispute regarding the content of these General Terms and Conditions, the Dutch version shall prevail. Upon request, an official translation by a sworn translator or interpreter may be provided.